

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

YI MEI KE,

Plaintiff,

-against-

J R SUSHI 2 INC., et al.,

Defendants.

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19-CV-7332 (PAE) (BCM)

ORDER**BARBARA MOSES, United States Magistrate Judge.**

On May 16, 2025, the Court ruled that Troy Law, LLC (Troy Law), which represents plaintiff Yi Mei Ke, "must reimburse [defendants] for their expenses, including reasonable attorneys' fees, incurred as a result of plaintiff's delay" in prosecuting this case from March 28, 2022 to May 2, 2024. 5/16/25 Order (Dkt. 175) at 8. In order to minimize further fee-related litigation, the Court directed the parties to "meet and confer in a good-faith effort to reach agreement on the amount of the award. If they are unable to come to agreement, defendants must submit an application, no later than **May 23, 2025**, documenting their recoverable fees and expenses." *Id.*

Xue & Associates, P.C., which now represents all defendants, was able to come to an agreement with Troy Law. *See* 5/30/25 Pl. Letter (Dkt. 177) at 1. However, according to Troy Law, it "never received a demand" from the Law Office of Yi Lin (Yi Lin), which until May 14, 2025 represented defendants J R Sushi 2 Inc. and Kai Tuan Wang (*see* Dkt. 174). 5/30/25 Pl. Ltr. at 1. Instead, on May 28, 2025 – five days after the deadline – Yi Lin filed a one-page, unsigned "Billing Statement" totaling \$1,270. (Dkt. 176.)

The Court construes Yi Lin's Billing Statement as a fee application and hereby DENIES it. First, it was untimely filed. Second, it is unsigned and unauthenticated. Third, it seeks fees that are not recoverable under the 5/16/25 Order, including fees for work performed between May 20 and May 23, 2025 – *after* Yi Lin withdrew as counsel for J R Sushi 2 Inc. and Kai Tuan Wang.

Dated: New York, New York
June 5, 2025

SO ORDERED.


BARBARA MOSES
United States Magistrate Judge